



MEMORANDUM Agenda Item No. 7(L)(1)(F)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members Board of County Commissioners

DATE: July 27, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Specialized Police Services Agreement with the City of Miami Gardens

RECOMMENDATION

It is recommended that the Board approve the attached Specialized Police Services Agreement with the City of Miami Gardens (City) to provide the City with specialized police services in perpetuity as per the Code for Miami-Dade County, Section 20.26, paragraph a and the City's Municipal Charter, subject to automatic renewal every three years. The net payment for the first year of the agreement is \$6,670,437. This figure includes a credit to the City of \$741,100 for Countywide taxes paid.

BACKGROUND

On December 3, 2002 the Board approved a resolution calling for a vote on the incorporation for Miami Gardens. As a condition of the Board's approval, the Committee agreed to, among other terms, enter into contract with the Miami-Dade Police Department (MDPD) for the exclusive provision of specialized police services in perpetuity. This condition is addressed in the City of Miami Gardens Charter (Charter), Section 9.3, Specialized Law Enforcement Services adopted on May 13, 2003.

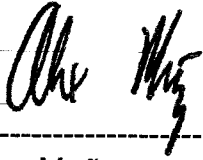
Negotiation of this agreement commenced shortly after the Miami Gardens City Council (City Council) was sworn into office and with the interim administration.

THE SPECIALIZED POLICE SERVICES AGREEMENT

The initial term of the agreement is for a three-year period and is automatically renewed for consecutive three (3) year terms. Three-year adjustments are provided to allow updates to the pricing schedule and methodology for specialized police services, should future conditions warrant such adjustments. The key points to this agreement are outlined below:

- The MDPD will provide specialized police services to the City, including, but not limited to, homicide, robbery, sexual crimes, and narcotics investigations.

- Calculation of the annual payment for specialized police services is based on a three year average of the City's specialized police services' workload levels relative to the rest of MDPD's service area, as well as a minimum level service availability charge.
- A payment credit is provided to the City based on the contribution made by Miami Gardens residents in their countywide millage for specialized police services. This ensures that there is no double taxation to the residents of Miami Gardens.
- The net payment for the first year of the agreement is approximately \$6,670.437.



Alex Muñoz
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: July 27, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(L)(1)(F)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(L)(1)(F)
7-27-04

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF MIAMI
GARDENS FOR THE PROVISION OF SPECIALIZED
POLICE SERVICES; AUTHORIZING THE COUNTY
MANAGER TO EXECUTE THIS AGREEMENT, TAKE
ANY ACTION REQUIRED OF THE COUNTY HEREIN
AND EXERCISE ANY RENEWAL AND
CANCELLATION PROVISIONS THEREIN**

WHEREAS, on May 13, 2003, a charter for the City of Miami Gardens was approved by the citizens of the City; and

WHEREAS, the Code of Miami-Dade County Section 20-26 b and Article IX, Section 9.3 of the City of Miami Gardens charter, requires the City to contract with the Miami-Dade Police Department for specialized police services, including, but not limited to, homicide, robbery, sexual crimes, and narcotics, with automatic contract renewal and price recalculations every three years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Agreement by and between Miami-Dade County, Florida, and the City of Miami Gardens for specialized police services is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto and exercise any renewal or cancellation provisions therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
27th day of July, 2004. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

CAC

Craig H. Coller

AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE CITY OF MIAMI GARDENS
FOR SPECIALIZED POLICE SERVICES

THIS AGREEMENT, by and between the City of Miami Gardens, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "City"), and Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"),

WHEREAS, the City wishes to maintain a high level of competent specialized police services , and

WHEREAS, in accordance with the Miami-Dade County Code Section 20-26 and the City Charter, the City is required to utilize Miami-Dade County for the provision of specialized police services.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following respective meanings:

- 1.1 **MDPD** shall mean the Miami-Dade Police Department.
- 1.2 **Specialized Police Services** include narcotics, criminal intelligence, economic crimes, homicide, robbery, sexual crimes, environmental crimes, domestic crimes, and crime scene investigations; property and evidence; and tactical operations activities. This includes all police services not provided under the local patrol agreement.

ARTICLE II
SCOPE OF SERVICES

MDC shall provide investigative and support police activities consisting of distinct functions necessary to investigate and solve crimes, gather intelligence information, process crime scenes, gather/store evidentiary information, and respond to numerous tactical police situations for the following Specialized Police Services:

- 2.1 **Crime Scene Investigations Bureau** provides for the detection, collection, and preservation of physical evidence at crime scenes including examining, classifying, identifying fingerprints, and providing related photographic and photo finishing services.
- 2.2 **Criminal Intelligence Bureau** is responsible for gathering, analyzing, disseminating and maintaining intelligence information regarding organized crime, vice, illegal drug trafficking, terrorism, gangs, and civil disorders. The Bureau identifies adult offenders with multiple burglary, robbery, and felony drug convictions to substantiate prosecution as career criminals. The Bureau also conducts organized crime, murder conspiracy, pornography, bookmaking, lottery, organized prostitution, and racketeering investigations, and designs and implements programs to prevent and control delinquent and criminal behavior by youths; provides follow-up processing of youth arrests; coordinates or prepares court cases involving juvenile offenders; diverts juvenile offenders from the juvenile justice system when appropriate; monitors and gathers intelligence on criminal street gangs and related crimes; and exchanges criminal street gang intelligence information with other law enforcement agencies.
- 2.3 **Domestic Crimes Bureau** coordinates all activities related to domestic violence and family crimes including abused or neglected children, elderly abuse, victim's assistance programs, abuse of the adult and disabled, missing persons, runaways, and attempted/actual child abduction cases.
- 2.4 **Economic Crimes Bureau** conducts centralized arson, auto theft, fraud, forgery, and embezzlement investigations.
- 2.5 **Environmental Crimes Unit**, which is part of the Intergovernmental Bureau, investigates environmental crimes and criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department.
- 2.6 **Homicide Bureau** investigates all death cases including natural, accidental, suicide, traffic fatalities, and incidents involving police shootings or injury resulting from police action.
- 2.7 **Narcotics Bureau** conducts centralized investigations of illicit narcotics, controlled substances and kidnapping.
- 2.8 **Property and Evidence Bureau** is responsible for storing and disposing of found, recovered, or evidentiary property as well as maintaining correct evidence handling procedures.
- 2.9 **Robbery Bureau** investigates all robbery cases. The clearinghouse collects, analyzes, and disseminates robbery-related information. **Robbery Intervention Detail** provides robbery prevention activities. **Street Terror Offender Program** conducts protracted undercover investigations of armed habitual offenders, and

Cargo Crimes Section conducts long-term investigations of subjects who target commercial property in transit.

- 2.10 **Sexual Crimes Bureau** provides centralized sexual crimes investigative services including sexual battery upon juveniles and sexual assaults on children younger than 16 years of age.
- 2.11 **Tactical Operations Section**, which is part of the Special Patrol Bureau, provides dignitary protection, special response teams, emergency operation of a mobile task force, hostage negotiations, canine, bomb disposal, and post-blast crime scene investigations of bombing incidents. Additional functions include contingency planning, critical incident management support, and coordination of the Special Events Response Team (SERT).

ARTICLE III **SUPPORT SERVICES**

Support services attributed to the establishment and performance of Specialized Police Services will be provided to the city. These services will be identified and included as an overhead cost as indicated in Exhibit C and will be recalculated on a yearly basis utilizing the same methodology. Overhead adjustments will not increase or decrease more than one percentage point annually. The overhead costs will cover the following internal functions:

- 3.1 **Professional Compliance Bureau** – records, registers, conducts and controls investigations of complaints against MDPD employees; supervises and controls the investigations of alleged or suspended misconduct; maintains the confidentiality of internal affairs investigations and records; and conducts staff inspections to ensure adherence to policies and procedures.
- 3.2 **Facilities Maintenance Section** – is responsible for the management and maintenance of MDPD facilities and includes utilities, janitorial services, and building leases of support and investigative elements.
- 3.3 **Support Equipment** – includes the purchases of police radio equipment, maintenance of police radio system, and the purchase of safety equipment such as ballistic helmets and bulletproof vests.
- 3.4 **Polygraph Examination** – is administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.
- 3.5 **Assessment Center** – is utilized as an assessment tool during the selection and hiring process of entry-level police personnel and during the promotional process for the ranks of Sergeant, Lieutenant, and Captain.

- 3.6 **Training Bureau** – conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification; and conducts specialized training activities such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques, and crime analysis procedures, etc.
- 3.7 MDPD provides a variety of ancillary services necessary for a large metropolitan law enforcement agency. These services, denoted in Exhibit D and provided by departmental elements not listed above, will be provided to the City of Miami Gardens without additional costs. As further areas in unincorporated MDC continue to incorporate, it will be necessary to reevaluate the distribution of costs for these ancillary services to the appropriate incorporated areas. In the event of such occurrence, the re-evaluation of these costs will be addressed at contract renewal.

ARTICLE IV **CONSIDERATION**

- 4.1 The payment for Specialized Police Services in FY 2002-03 will be \$6,670,437. This payment is based on the total cost of services provided to the City \$555,870, as prescribed in Section 4.2.1, 4.2.2 and 4.2.3 minus the credit for Countywide ad valorem taxes paid by Miami Gardens residents \$741,100, as prescribed in Section 4.3.
- 4.2 For each subsequent fiscal year the annual cost for Specialized Police Services shall be determined as follows:
- 4.2.1 The County will calculate the total cost of Specialized Police Services provided to the City based on the average of the City's specialized police service activity level for the previous three (3) calendar years. MDPD will document the level of activity for all Specialized Police Services provided in the City and the total workload level in the entire County for each of the units described in Article II.
- 4.2.2 Based on the workload level for each unit, the percentage of workload activity utilized by the City will be calculated. This percentage will then be multiplied by 90% of the total annual cost of the respective Specialized Services unit, as reflected in Exhibit A of this contract.
- 4.2.3 The remaining 10% of the annual cost will be multiplied by the City's percentage of the total County population, as documented by the Miami-Dade Planning Department. Miami Gardens represented approximately 4.47% of the total County population in 2000. The resulting numbers will be added and then multiplied by the Overhead Rate, as delineated in Exhibit C to

- determine the gross cost of the service. These calculations are presented in Exhibit A.
- 4.2.4 The percentage of City to department workload will be calculated depending on the workload of the specialized service units within the City geographical boundaries with the exception of Criminal Intelligence Bureau, Environmental Crimes Unit, Property and Evidence Bureau and Tactical Operations Section that will be based on the City's population percentage to the county's population, as documented by the Miami-Dade Planning Department.
- 4.3 MDPD and the County's Office of Strategic Business Management, in consultation with the City Manager, will calculate the amount to be credited to the City, by determining the payments made through the countywide millage by the residents of the CITY toward the cost of Specialized Specialized Police Services. This millage equivalent will be multiplied by the certified taxable value of the City for that fiscal year. These calculations are presented in Exhibit B.
- 4.4 The amount calculated under Section 4.3 will be credited to the amount calculated pursuant to Section 4.2.3. In the event the amount pursuant to Section 4.2.3 exceeds the amount pursuant to Section 4.3, the county will invoice the City for the difference pursuant to Section 4.6. In the event that the amount pursuant to Section 4.2.3 is less than the amount pursuant to Section 4.3, the county will credit the difference to the following year's payment from the City.
- 4.5 The City's payment for these Specialized Police Services will be re-calculated each fiscal year to account for changes in the cost of delivering service, workload ratios for the City, the overhead rate, the City's certified taxable value, and the countywide budget contribution for Specialized Police Service.
- 4.6 The county will invoice the City on a quarterly basis an amount equal to one quarter of the annual payment calculated under Section 4.4.

ARTICLE V

FINES, FORFEITURES; PAYMENT

- 5.1 The City shall have title to, and the power to dispose of, fines, forfeitures and unclaimed property.
- 5.2 The City will be solely responsible for the administration, control, financial management and compliance requirements of all federal and state forfeiture funds that are awarded to the City.
- 5.3 The MDPD legal bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning state and federal forfeitures involving MDPD personnel assigned to the City.

- 5.4 The City's share of fines and forfeited property will be based upon the ratio that the participation of the law enforcement personnel assigned to the City bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with state and federal law.

ARTICLE VI **INDEMNIFICATION**

- 6.1 To the extent permitted by law and as limited by section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the City, its employees, officers and agents. MDC shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

To the extent permitted by law and as limited by section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by MDC, its employees, officers, and agents. The City shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim and not settle or otherwise dispose of the claim without MDC's participation.

- 6.2 The indemnification provisions of this agreement shall survive termination of this agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the performance of this agreement.

ARTICLE VII **REPORTING**

- 7.1 **Reporting Systems.** MDPD will collect accurate crime statistics, and other related law enforcement statistics specifically within the City boundaries in order to provide accurate data collection on law enforcement services provided in the City.

- 7.2 ***Reporting Period.*** MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and other information regarding law enforcement services provided to the City as well as adhoc reports when requested by the City Manager.
- 7.3 ***Maintenance of Criminal Records.*** MDPD Central Records Bureau is the central repository for all departmental records and ensures compliance with Florida Public Records Law, Chapter 119, Florida Statute. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the City, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the City.
- 7.4 ***Notification of Significant Situations.*** The City Commander, or designee, will notify the City Manager, or designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the City. The county will assign a Public Information Officer to be a liasion between the media and the City Manager in the event of a situation under this Section.

ARTICLE VIII **TERM**

- 8.1 The Initial Term of this Agreement shall run from the execution of this agreement for three years (the "Initial Term").
- 8.2 Unless otherwise terminated in accordance with Article X, this Agreement shall be automatically renewed for consecutive three (3) year terms (the "Renewal Terms") in perpetuity.

ARTICLE IX **RENEWAL**

- 9.1 The parties shall meet no later than 120 days prior to the end of each fiscal year of the Initial Term or each Renewal Term to calculate the City's fees for Specialized Police Services.

- 9.2 Unless otherwise agreed to in writing by the City, the calculation of the renewal fees for any Renewal Term shall be based upon the formula specified in Article IV.

ARTICLE X
TERMINATION/SPECIFIC PERFORMANCE/REMEDIES

- 10.1 The City or MDC may terminate this Agreement during the Initial Term or any Renewal Term only for an Event of Default, unless such default is cured as provided herein.
- 10.2 Notwithstanding the provisions of Section 10.1, if an Event of Default occurs, in the determination of the City, the City shall so notify the County in writing ("Default Notice"), specifying the basis for such default as stipulated in Article XI, and advising the County that such default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the county has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which the City prescribes.

Notwithstanding the provisions of Section 10.1, if an Event of Default occurs, in the determination of the county, the county may so notify the City in writing ("Default Notice"), specifying the basis for such default as stipulated in Article XI, and advising the City that such default must be cured to the county's reasonable satisfaction within a sixty (60) day period. The county may grant an additional period of such duration as the county shall deem appropriate without waiver of any of the county's rights hereunder, so long as the City has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which the county prescribes.

- 10.3 In the event that either party breaches a material term or condition of this Agreement, other than an Event of Default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 10.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. Provided that prior to the filing of any legal proceeding, the parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes.

ARTICLE XI
EVENTS OF DEFAULT

An event of default shall mean a breach of this Agreement by Miami-Dade County as follows:

- 11.1.1 MDPD repeatedly disregards the specialized police service needs of the City as established by the city manager, which MDPD is required to observe by this contract and which have been communicated in writing to MDPD.

An event of default shall mean a breach of this Agreement by the City of Miami Gardens. An event of default, shall include the following:

- 11.1.2 Failure to provide payment as stipulated.

ARTICLE XII **RECORDS, INSPECTION, AUDIT**

- 12.1 MDC shall keep records with respect to the expenditure of funds paid by the City and the services provided to MDC under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of expiration of this Agreement.
- 12.2 The City Manager or designee may inspect and/or audit the financial records upon reasonable notice to MDC. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.
- 12.3 MDC shall provide the City Manager or designee access to the records during regular business hours. MDC agrees to provide assistance to facilitate the inspection or audit. Should the City, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the City and the actual services received by the City from MDC, then MDC shall within 30 days of receipt of written notification from the City Manager, either credit/debit the City the amount of the discrepancy or refund the same. If MDC disagrees with the City's audit, MDC shall notify the City Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The City Manager and the County Manager shall select a mutually agreed independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XIII
AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 13.1 The MDC Manager by execution hereof does hereby represent to the City that the MDC Manager has full power and authority to make and execute this Service Agreement, pursuant to the Resolution of the Board of County Commissioners.
- 13.2 The City Mayor, and City Clerk, by their respective executions hereof, do each represent to MDC that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the City of Miami Gardens, pursuant to the Resolution of the City of Miami Gardens Council.

ARTICLE XIV
AMENDMENTS

- 14.1 This agreement may be modified at any time during the term by mutual written consent of both parties.
- 14.2 In the event that MDC approves a charter for a new municipality that provides for a payment formula that is different from the formula set forth in Article IV, the City may, at its sole option choose to replace the existing formula set forth in Article IV with the different formula.

ARTICLE XV
NOTICES AND CONTACTS

- 15.1 All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

City: City Manager
 City of Miami Gardens
 C/o Cross Point Center
 1515 NW 167 Street
 Building 5, Suite 200

Miami, Florida 33169

and City Attorney
c/o Cross Point Center
1515 NW 167 Street
Building 5, Suite 200
Miami, Florida 33169

MDC: County Manager
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and Director
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

15.2 The County will appoint a contract liaison to work with the City Manager to effectuate this agreement.

ARTICLE XVI
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits imposed hereby or contained herein.

ARTICLE XVII
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof.

ARTICLE XVIII
BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

(Signature Page Follows)

ATTEST:
corporation

CITY OF MIAMI GARDENS, a municipal

By: _____

City Clerk

Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

City Attorney

MIAMI-DADE COUNTY

a political subdivision of the
State of Florida

By its Board of County

Commissioners:

County Manager

ATTEST:

HARVEY RUVIN, CLERK

By _____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____

County Attorney

Exhibit A
MIAMI-DADE POLICE DEPARTMENT
CITY OF MIAMI GARDENS
SPECIALIZED POLICE COSTS

COUNTY WIDE POPULATION:		2,253,362	Miami Gardens Population:		100,805	Percentage:		4.47%		
FY 2003/2004										
				Within City of Miami Gardens Boundaries				Department		
				2000	2001	2002	Average	2000	2001	
				1,592	1,336	1,012	1,313	15,786	13,541	
				199	217	202	206	1,849	1,982	
				802	582	486	623	6,616	4,498	
				591	537	324	484	7,321	7,061	
				BASED ON POPULATION						
				\$10,323,200	\$9,290,880.00	\$1,032,320.00				
				\$5,354,412	\$4,818,970.80	\$535,441.20	952	5,248	5,185	
				\$5,627,222	\$5,064,499.80	\$562,722.20	841	5,166	5,140	
				\$1,902,218	\$1,711,996.20	\$190,221.80				
				\$9,981,358	\$8,983,222.20	\$998,135.80	160	2,442	2,681	
				\$9,132,106	\$8,218,895.40	\$913,210.60	130	1,239	6,062	
				\$4,029,568	\$3,626,611.20	\$402,956.80				
				\$11,568,902	\$10,412,011.80	\$1,156,890.20	612	3,680	3,673	
				\$6,195,549	\$5,575,994.10	\$619,554.90	219	2,250	2,199	
				\$6,537,687	\$5,863,918.30	\$653,768.70				
				BASED ON POPULATION						

NOTES: Information is based on budgetary allocations for the current fiscal year of 2003/2004 and should be updated upon the beginning of each fiscal year when available.
 Additionally the overhead calculation must be updated to the current appropriate fiscal year budget when available.

DRAFTED 11-24-2003

EXHIBIT B SPECIALIZED POLICE SERVICES

Miami Gardens Contribution/Payment for
Specialized Police Cost in Countywide Budget

Countywide millage equivalent for specialized police service * City of Miami Gardens property tax roll * 0.95)

(0.27 Mil * \$2.9 billion * 0.95) =

\$741,100

Payment to Miami-Dade County Based on
Actual Workload, Cost and Tax Roll Statistics

Cost of Services provided to City (Exhibit A)

\$7,411,537

Credit for Countywide property taxes paid by Miami Gardens residents

(\$741,100)

Net payment to Miami-Dade County

\$6,670,437

EXHIBIT C
CALCULATION OF OVERHEAD COSTS

FY 2003/2004 BUDGET ALLOCATION		UMSA INCREMENTAL OVERHEAD
Professional Compliance Bureau		\$4,890,649
Facilities Management Section		\$2,715,402
Electrical Service		\$931,450
Water and Sewer Service		\$143,300
Waste Collection		\$85,980
Janitorial Service		\$1,074,750
Building Leases		\$2,436,530
Building Rentals		\$0
Telephone		\$2,467,196
Safety Equipment		\$286,600
Personnel Management Bureau		
Psychological Evaluation		\$110,000
Polygraph Report		\$229,280
Assessment Center		\$579,505
Radio Replacement		\$2,357,600
Telecommunications		\$1,164,599
Training Bureau		\$5,270,007
DEPARTMENT TOTAL		\$24,742,849
Total UMSA Police Cost		\$320,024,777
Variable Overhead		(\$24,632,849)
Fixed Overhead		(\$38,620,244)
Total Direct Cost		\$256,771,683
Overhead Rate		9.64%

EXHIBIT D

CITY OF MIAMI GARDENS LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including fiscal management.
2. Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, assists in preparation of a response, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
3. Media Relations Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
4. Police Services Bureau supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, automated external defibrillator program, the personnel resource allocation software program and houses the Municipal Services Unit.
5. Psychological Services Section advises on and implements departmental psychological services, and provides such services to departmental personnel.
6. Support Services Assistant Director is delegated responsibility and authority to assign and utilize personnel and material in an efficient and cost effective manner to provide: civil and criminal process issued by the courts; court security; departmental automated systems; criminal records; communications (police radio and emergency 911 telephone); building management and maintenance; and administrative and technical services concerning records, communications, information systems, resource and personnel management, and training functions.
7. Chief of the Centralized Services Division provides maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system, and training functions.

EXHIBIT D

CITY OF MIAMI GARDENS LIST OF ANCILLARY MDPD SERVICES

8. The Chief of Administration and Technology Division provides departmental budget, purchasing, supply, personnel, and fleet management functions, and non-tactical planning activities.
9. Budget and Planning Bureau is responsible for the development, preparation, and control of the Department budget and all related Miami-Dade Police Department (MDPD) funding sources. Prepares the official departmental Table of Organization. Prepares and publishes the Departmental Manual containing policies, rules, orders, and procedures. Revises the Departmental Manual on a continuing basis to reflect changes in departmental operations. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. Responsible for departmental compliance with accreditation standards. The Bureau has access to necessary information resources departmentwide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
10. Personnel Management Bureau provides for the recruitment, selection, and hiring of all MDPD employees; prepares and administers payroll activities; maintains personnel transaction records; maintains discipline, grievance, and appeal records; and coordinates employee benefit programs.
11. Resource Management Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; and administers the Law Enforcement Trust Fund and related accounting functions.
12. Information Services Division Chief is responsible for departmental automated systems and the handling of organizational information, data, and communications (police radio and emergency 911 telephone).
13. Information Systems Support Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software.
14. Systems Development Bureau is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, Computer Aided Dispatch, Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.

EXHIBIT D

CITY OF MIAMI GARDENS LIST OF ANCILLARY MDPD SERVICES

15. Intergovernmental Bureau investigates criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department. Manages all construction for the MDPD. Responsible for coordination of departmental building maintenance, operation, and facilities management. Provides Headquarters Building security, and coordination and enforcement of parking in the Headquarters Complex. Responsible for the False Alarm Enforcement Unit, the Nuisance Abatement Unit, and coordination of departmental safety programs. The Environmental Crimes Unit, which is coordinated through the Intergovernmental Bureau, is not an ancillary service and is charged specifically thorough the Specialized Police Contract.
16. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigative support in the processing and preservation of evidence and crime scenes, investigation of public corruption, and processing and serving criminal warrants.
17. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, and domestic crimes.
18. Investigative Support Division Chief is responsible for property and evidence storage, and crime scene and crime laboratory functions.
19. Special Investigations Division Chief conducts major economic, narcotic, criminal conspiracy, and organized crime investigations, and investigations of offenses associated with prostitution, gambling, and pornography that exceed the resources of other departmental elements. Responsible for processing and service of warrants.
20. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, furnish day-to-day law enforcement services to the community, and furnish specialized functions such as crowd control; hostage negotiation; canine; mounted, motorcycle, and marine patrol; and underwater recovery.
21. Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
22. North and South Division Chiefs are responsible for the management of uniformed patrol and general investigative functions in police districts.
23. Uniform Division Chief is responsible for the management of specialized police services to include Marine Patrol, Motorcycle Patrol, Canine, Special Response Team, Special Events Units as well as uniformed patrol function in public housing developments, seaport and Jackson Memorial Hospital.